



Atty. Dkt. No. 233/038

#10

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Ellison, et al.

Serial No. 09/128,244

Group Art Unit: 2153

Filed: August 3, 1998

Examiner: K. Fields

Title: DYNAMIC QUALITY ADJUSTMENT BASED ON STREAMING  
CONSTRAINTS

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AUG 21 2001

Technology Center 2100

*I hereby certify that this correspondence is being deposited  
with the United States Postal Service with sufficient postage as  
FIRST CLASS MAIL in an envelope addressed to: Commissioner of  
Patents and Trademarks, Washington, D.C. 20231, on:*

Date 08/14/01 Signature

\*\*\*

**REVOCATION OF PRIOR POWER OF ATTORNEY  
AND NEW POWER OF ATTORNEY**

Hon. Commissioner of Patents and Trademarks  
Washington, DC 20231

Sir:

The undersigned hereby revokes all previous and prior Powers of Attorney in the  
above entitled matter and hereby executes the following new Power of Attorney.

**NEW POWER OF ATTORNEY**

Applicant hereby appoints Derek J. Westberg (Reg. No. 40,872) and David R.  
Stevens (Reg. No. 38,626) as attorneys with full power of substitution and revocation to

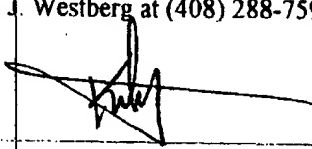
prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

Please change the correspondence address and send all future communications regarding this application to:

Derek J. Westberg  
Stevens & Westberg, LLP  
99 North First Street, Suite 201  
San Jose, CA 95113

Please direct all inquiries to Derek J. Westberg at (408) 288-7592.

Dated 10-AUG-01

  
Name: KEN PIKE  
Title: C.F.O.  
nCUBE Corporation



## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Ellison et al.

Serial No. 09/128,244

Group Art Unit: 2153

Filed: August 3, 1998

Examiner: K. Fields

Title: DYNAMIC QUALITY ADJUSTMENT BASED ON CHANGING  
STREAMING CONSTRAINTS

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## STATEMENT UNDER 37 CFR 3.73(b)

Commissioner for Patents  
Washington, DC 20231

Sir:

nCUBE Corporation states that it is an assignee of less than the entire right, title and interest. The extent (by, percentage) of its ownership interest is fifty percent (50%) in the patent application identified above by virtue of a chain of title from the inventor(s) of the patent application identified above, to the current assignee as shown below:

From: Inventor Ellison, To: Oracle Corporation; the document was recorded in the United States Patent & Trademark Office at Reel 9536, Frame 0106.

From Inventors Pawson, Porter and Bailey, To: Oracle Corporation; the document was recorded in the United States Patent & Trademark Office at Reel 9536, Frame 0147.

From Oracle Corporation to nCUBE Corporation; a copy of the document (portions omitted/redacted) is attached.

The undersigned (whose title is supplied below) is authorized to act on behalf of nCUBE Corporation.

Signature

Date

KEN PEKE

Typed or printed name

C.F.O.

Title



**Asset Purchase Agreement**

**dated October 4, 2000**

**between**

**ORACLE CORPORATION**

**and**

**nCUBE CORPORATION**



REDACTED

**1.2 Transfer of Jointly Owned Intellectual Property Rights.**

(a) The Jointly Owned Intellectual Property Rights transferred to Buyer and Thirdspace pursuant to Section 1.1(b) above shall include, but not be limited to:

(i) The United States Patents and patent applications (including, without limitation, the inventions and improvements described and claimed therein) listed on *Schedule 1.1(b)* and all counterpart patents thereof and corresponding patents thereto in all countries of the world, the reissues, renewals, extensions, and improvements thereof, and all patents issuing from all divisional, continuation, and continuation-in-part applications of any application for the foregoing patents (the "*Patents*");

REDACTED

IN WITNESS WHEREOF, this Asset Purchase Agreement has been entered into as of the date first written above.

Buyer:



nCUBE CORPORATION

By: 

Name: MICHAEL POHL

Title: PRESIDENT

Seller:

ORACLE CORPORATION

By: 

Name: SAFRA CATZ

Title: EVP



**Schedule 1.1(b) – Jointly Owned Intellectual Property Rights**

REDACTED

the following patents:

REDACTED



REDACTED

Number: OID-1997-18-04

Abstract: DYNAMIC QUALITY ADJUSTMENT BASED ON CHANGING STREAMING CONSTRAINTS

Inventors: LAWRENCE J. ELLISON; DAVID J. PAWSON; MARK A. PORTER; WILLIAM E. BAILEY

Serial Number: 09/128,244

REDACTED



AUG 17 2001

TRADEMARK OFFICE

Att. Dkt. No. 508512000223

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Lawrence J. ELLISON et al.

Serial No. 09/128,244

Group Art Unit: 2153

Filed: August 3, 1998

Examiner: K. Fields

Title:

DYNAMIC QUALITY ADJUSTMENT BASED ON CHANGING STREAMING CONSTRAINTS

STATEMENT UNDER 37 CFR 3.73(b)

Commissioner for Patents  
Washington, DC 20231

Sir:

ThirdSpace Living, Ltd., states that it is an assignee of less than the entire right, title and interest. The extent (by, percentage) of its ownership interest is fifty percent (50%) in the patent application identified above by virtue of a chain of title from the inventor(s) of the patent application identified above, to the current assignee as shown below:

From: Lawrence J. ELLISON, David J. PAWSON, Mark A. PORTER, and William E. BAILEY

To: Oracle Corporation; the document was recorded in the United States Patent & Trademark Office at Reel 9536, Frame 0147 and Reel 9536, Frame 0106.

From Oracle Corporation to ThirdSpace Living, Ltd; a copy of the document (portions redacted) is attached.

The undersigned (whose title is supplied below) is authorized to act on behalf of ThirdSpace Living, Ltd.

Andrew Watson  
Signature

14/8/01  
Date

Andrew Watson  
Typed or printed name

Global Vice President, ThirdSpace Living, Ltd.  
Title

sf-1152532



## **PURCHASE AGREEMENT**

**dated October 4 , 2000 ,**

**between**

**ORACLE CORPORATION**

**and**

**THIRDSPACE LIVING LIMITED**



REDACTED

**Section 1. Sale and Purchase of Assets**

**1.1 Transfer of Assets.** Subject to the terms and conditions hereof, and subject to the exclusion of the Excluded Assets, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and accept from Seller, as of the Closing Date (as defined in Section 1.6), the following tangible and intangible assets of Seller (collectively, the "*Purchased Assets*"), free and clear of all Liens, including without limitation, the following:

REDACTED

**(b) Intellectual Property Rights.** An interest, together with nCube, in all of Seller's right, title and interest in all Intellectual Property Rights set forth on *Schedule 1.1(b)*;

REDACTED



IN WITNESS WHEREOF, this Purchase Agreement has been entered into as of the date first written above.

Buyer:

THIRDSPACE LIVING LIMITED

By: [Signature]

Name: BRIAN KEATING

Title: CEO

Seller:

ORACLE CORPORATION

By: [Signature]

Name: SAFRA CATZ

Title: EVP



**Schedule 1.1(b) - Intellectual Property Rights**

**REDACTED**

the following patents:

**REDACTED**



REDACTED

REDACTED

REDACTED

Number: OI-1997-18-04

Abstract: DYNAMIC QUALITY ADJUSTMENT BASED ON CHANGING STREAMING  
CONSTRAINTS



Inventors: LAWRENCE J. ELLISON; DAVID J. PAWSON; MARK A. PORTER; WILLIAM  
E. BAILEY  
Serial Number: 09/128,244

REDACTED

REDACTED